



BHARAT COKING COAL LIMITED
 (A Subsidiary of Coal India Limited)
 Office of the Chief General Manager(MM)
 Koyla Bhawan : Koyla Nagar
 Dhanbad : 826 005

GRAM ; KOKINGKOL
 (Phone No. 0326 – 2230181)
 (Fax No. 0326 -2230183)

Ref. No. Pur/614003/ Track Pad & Tooth point/EKGshovel/14-15/151

dtd. 01.11.2014

PURCHASE ORDER
BY REGD./SPEED POST

To
 M/s. Amit Enterprises Pvt Ltd
 56, E Hemanta Basu Sarani, ,
 Room No 47/1 Stephen House
 Koikata 700001.
 Fax no. 03322429423

Vender code : 1/12/M/T/036
 Vendor Type: Mfr

Sub: Supply of Track Pad & Tooth point for EKG 4.6/5 M³ Shovel
 Ref: i) Our tender no. BCCL/Par/614003/ Track Pad & Tooth point /14-15/16 opened on
 dt 05.06.14
 ii) Your On-Line Offer Id No 3849 dtd 02.06.14

Dear Sirs,

With reference to above, we for and on behalf of BCCL, hereby place order for supply of Tooth point and Track Pad suitable for EKG 4.6/5 M Shovel at the following specification, price, value and terms & conditions:

SL. NO	DESCRIPTION	PART NUMBER	QTY in no.	Unit rate	value in Rs.
01	Track Pad for EKG 4.6/5 Shovel MC: 15501470027	1003.21.01	175	13100.00	2292500.00
02	Tooth Point for EKG 4.6/5 Shovel MC: 15501010049	1006.01.08/ 1040.01.011	325	9500.00	3087500.00
				total	53,80,000.00
				Excise duty @ 10.30%	5,54,140.00
				Total	59,34,140.00
				CST @ 2%	1,18,682.80
				Landed cost	60,52,822.80
				Rounded off to Rs	60,52,822.00

(Rupees Sixty Lakh Fifty Two Thousand Eight Hundred and Twenty Two only)

Note: The weight of each track pad should be 173 Kgs

Sanjib *AS*

Terms and Conditions :

01	Price	Firm till execution of the contract & F O R Destination basis.
02	Ed & Ed cess	ED shall be paid at actual at the rate ruling on the date of supply within the schedule delivery period against documentary evidence. Present rate of ED is 10.30% including Educ. cess and S & HE cess. The excise invoice shall contain the informations as per clause 24(C) for enabling BCCL to avail CENVAT Credit. You are required to submit a certificate of your auditor along with supply of materials/bills that refund /credit, if any obtained in respect of Excise duty shall be passed on to the buyer(BCCL).
03	CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against form "C". Form "C" and Road permit if required will be issued by the Consignee.
04	Packaging & forwarding	NIL
05	Frts. & Ins.	NIL
06	Payment Term	100% payment within 21 days from the date of receipt and acceptance of materials or date of submission of bill whichever is later at the consignee end.
07	Delivery	Track Pads: Full quantity to be supplied within 90 days from the date of placement of order. Tooth Points: 50% quantity to be supplied within 90 days from the date of placement of order and balance 50% within 180 days from the date of placement of order. Delivery shall be reckoned from 10th day of the supply order date. (NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account)
08	Guarantee/ Warranty	For each of the tooth point the firm should give a warranty of 400 working hours or 12 months from the date of supply whichever is earlier. For each of the track pad, the firm should give a warranty of 1000 working hours from the date of fitment or 18 months from the date of supply at stores whichever is earlier. In case of any defect, the materials should be replaced free of cost within one month from the date of receipt of the intimation from actual user.
09	Price Fall & L.D. Clause	Applicable as Annexure-I(enclosed)
10	Logo /Identification mark	Item supplied should be embossed with the logo/ identification mark preferably at a non wearing surface.
11	After Sales Service	You will extend after sales service to the end user.
12	Fitment Guarantee	The firm should give a guarantee of fitment of the items in the EKG 4.6/5 CUM Shovel without any alteration, i.e. addition or deletion. The item must be as per design of OEM (HEC). The weight of each track pad should be 173 Kgs.
13	Integrity Pact:	You have signed Integrity pact issued with NIT. Prof. (Dr) L.C.Singhi, IAS(Retd), L-31, Third Floor, Kailash Colony, New Delhi-110048, will be independent external monitor against this tender/ contract.
14	Consignee	The Depot Officer, Jealgora Central Store, BCCL, Dhanbad.
15	Paying Authority	GM(F) MM, Purchase Finance Dept., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
16	Inspection	Final inspection by consignee end by GM (Execv) or his authorised representative.

17	Mode of Despatch	By Road on freight paid basis.
18	Force Majeure Clause	<p>If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of an embargo / curfew or blockade or fire , flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period , as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:</p> <p>a) The successful bidder will , in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority , the beginning and end of the causes of the delay , within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure , BCCL will reserve the right to cancel the contract and provisions governing termination of contract , as stated in the bid documents will apply.</p> <p>b) For delays arising out of Force Majeure , the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.</p> <p>c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.</p>
19	Security Deposit	Exempted as registered with NSIC.
20	Price Certification	You will certify on their bills that the prices charged to BCCL is not higher than as charged to other Govt.Under Taking / Deptt and others organisations
21	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only
22	Inspection and Test clause	<p>i)The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. ii)The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. iii)If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser. iv)Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser. v)The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods. vi)Nothing in these documents shall in any way release the supplier</p>

Sagib

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		from any warranty or other obligations under this contract.
23	Submission of Bills	100% value of bill duly stamped & pre-receipted Bill in 6 copies as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, packing list if any, guarantee/warranty certificate, fitment certificate, and any other document specified in the order.

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS

This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you for execution.

This order is placed against Indent No.: EKG/Track Pads& Tooth Point/14-15/08 dtd 03.02.2014.
IR no. 614003 dtd 10.04.2014.

Budget Certification No.: BCCL/HQ/Pur-Fin/Store Budget/Advance Action/2014-15/12 dt 21.02.14
for Rs 63,70,842.00 & FC no 307 dt 1.11.14 for Rs 60,52,822.00

Encl : Annexure-I

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.

Saqib
01/11/14
(Saqib Aftab)
AM (MM)

A.D. Santhish
01/11/14
(A.D.Santhish)
Chief Manager (MM)

Copy to:-

1. General Manager (Execv.), Koyla Bhavan
2. Depot Officer, Jealgora C/ Stores, BCCL, Dhanbad
3. GM(F)MM ,Purchase Fin Deptt. Koyla Bhavan.)
- ✓ 4. Tech. Cell, MM Divn.
5. Master copy / Office copy
6. External Independent Monitor: Prof.(Dr) L.C.Singhi, IAS(Retd), L-31, Third Floor, Kailash Colony, New Delhi-110048

ANNEXURE-I

PENALTY FOR FAILURE TO SUPPLY IN TIME

The time and date of delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to delivery or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without cancelling the supply order in respect of consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
- e) To encash any Bank guarantee which is available for recovery of the penalty or
- f) To forfeit the security deposit full or in part.
- g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

The supplier must confirm the acceptance of this Penalty clause, which will not be altered.

PRICE FALL CLAUSE.

- i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other organization till validity of the contract.
- ii) If at any time during the said period the supplier reduces the sale price of such stores or sells such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM (MM), Bharat Coking Coal Limited, Commercial Block, Level -III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

PURCHASE ORDER NO. : 151

DATED 01/11/14

Format for vigilance Report & purchase order/Rate contract uploading

1	Tender no.	BCCL/PUR/614003/Track Pad & Tooth Point / 14-15/16
2	Mode of tender enquiry	Open Tender
3	Date of publication of Tender.	13/05/14
4	Type of bidding(Single/ two bid)	Two Bid
5	Last date of receipt of tender.	03.06.14
6	Tech.Bid Opening Date	05.06.14
7	No. of valid tender received.	four
8	No and names of Tenderers qualified after tech. evaluation.	Two
9	No and names of Tenderers not qualified after tech. evaluation.	Two
10	Price Bid Opening Date	28-10-14
11	Total landed Value(in Rs)	Rs 60.52 lakh
12	Whether contract awarded to lowest tenderer evaluated	Yes
13	Whether Integrity pact is applicable?	Yes
14	Indent registration No.	614003
15	Indent registration Date	10/04/14
16	Supplier Type(mark √)	Mfr
Date:		Sagih 01/11/14 Signature of Dealing Officer